

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

BRETMICHAEL HOOD, individually and on behalf  
of all others similarly situated,

*Plaintiff,*

vs.

THE LAMPO GROUP, LLC d/b/a  
RAMSEY SOLUTIONS,

*Defendant.*

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**CLASS ACTION**

**Case No. 0:24-cv-62232-MD**

**JURY TRIAL DEMANDED**

**FIRST AMENDED<sup>1</sup> CLASS ACTION COMPLAINT**

1. Plaintiff, Bretmichael Hood (“Plaintiff”), brings this action against Defendant, The Lampo Group, LLC d/b/a Ramsey Education (“Defendant”), to secure redress for violations of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 and the Florida Consumer Protection Act (“FTSA”) Fla. Stat. § 501.059.

**NATURE OF THE ACTION**

2. This is a putative class action pursuant to the TCPA and the FTSA.
3. Defendant is a financial guidance and financial planning company that sells a variety of different financial planning products and services to consumers. To promote its services, Defendant engages in unsolicited marketing, harming thousands of consumers in the process.
4. Through this action, Plaintiff seeks injunctive relief to halt Defendant’s illegal conduct, which has resulted in the invasion of privacy, harassment, aggravation, and disruption of the daily life of thousands of individuals. Plaintiff also seeks statutory damages on behalf of himself and members of the class, and any other available legal or equitable remedies.

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<sup>1</sup> Pursuant to Federal Rule of Civil Procedure 15(a)(1)(B), Plaintiff hereby files his First Amended Complaint within twenty-one (21) days after service of Defendant’s Answer [ECF No. 7] which was filed on January 27, 2025.

### **JURISDICTION AND VENUE**

5. Jurisdiction is proper under 28 U.S.C. § 1331 as Plaintiff alleges violations of a federal statute. Jurisdiction is also proper under 28 U.S.C. § 1332(d)(2) because Plaintiff alleges a national class, which will result in at least one class member belonging to a different state than that of Defendant. Plaintiff seeks up to \$1,500.00 (one-thousand-five-hundred dollars) in damages for each call in violation of the TCPA, which, when aggregated among a proposed class numbering in the tens of thousands, or more, exceeds the \$5,000,000.00 (five-million dollars) threshold for federal court jurisdiction under the Class Action Fairness Act (“CAFA”). Therefore, both the elements of diversity jurisdiction and CAFA jurisdiction are present.

6. Venue is proper in the United States District Court for the Southern District of Florida pursuant to 28 U.S.C. § 1391(b) and (c) because Defendant is deemed to reside in any judicial district in which it is subject to the court’s personal jurisdiction, and because Defendant provides and markets its services within this district thereby establishing sufficient contacts to subject it to personal jurisdiction. Further, Defendant’s tortious conduct against Plaintiff occurred within the State of Florida and, on information and belief, Defendant has sent the same text messages complained of by Plaintiff to other individuals within this judicial district, such that some of Defendant’s acts in making such calls have occurred within this district, subjecting Defendant to jurisdiction in the State of Florida.

### **PARTIES**

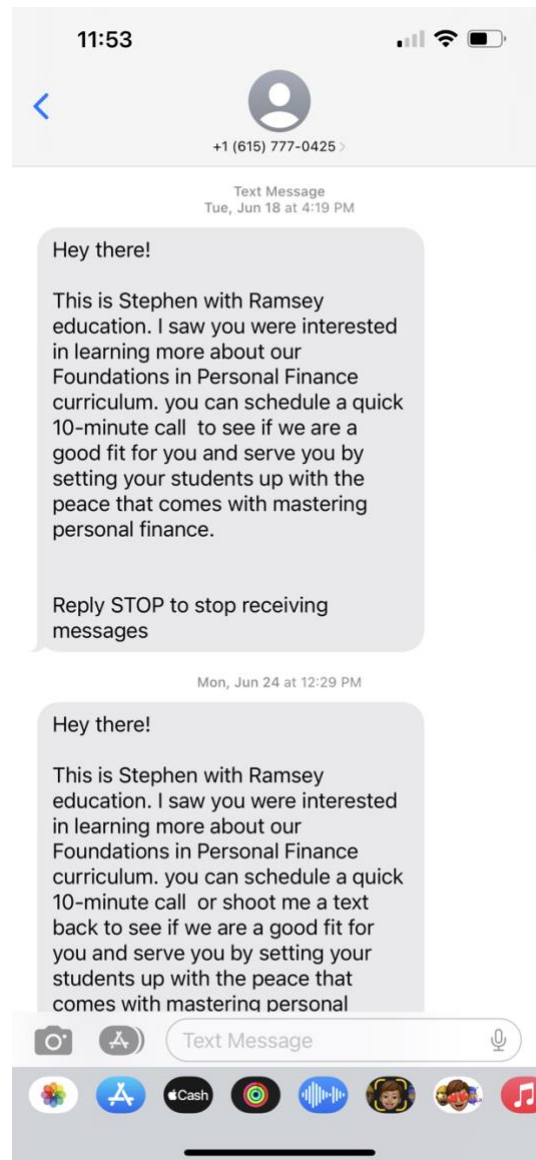
7. Plaintiff is a natural person who, at all times relevant to this action, was a resident of Broward County, Florida.

8. Defendant is a Tennessee LLC whose principal office is located at 1011 Reams Fleming Blvd., Franklin, TN 37064. Defendant directs, markets, and provides its business activities throughout the State of Florida.

9. Unless otherwise indicated, the use of Defendant's name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, vendors, and insurers of Defendant.

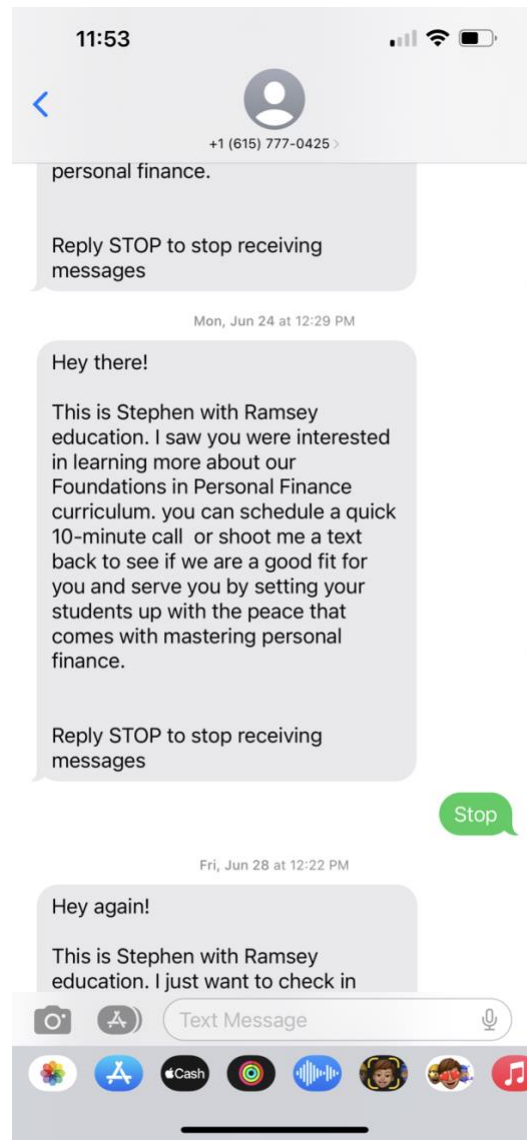
### FACTS

10. On or about June 18, 2024, Defendant began sending numerous telemarketing text messages to Plaintiff's cellular telephone number ending in 3829 (the "3829 Number"):



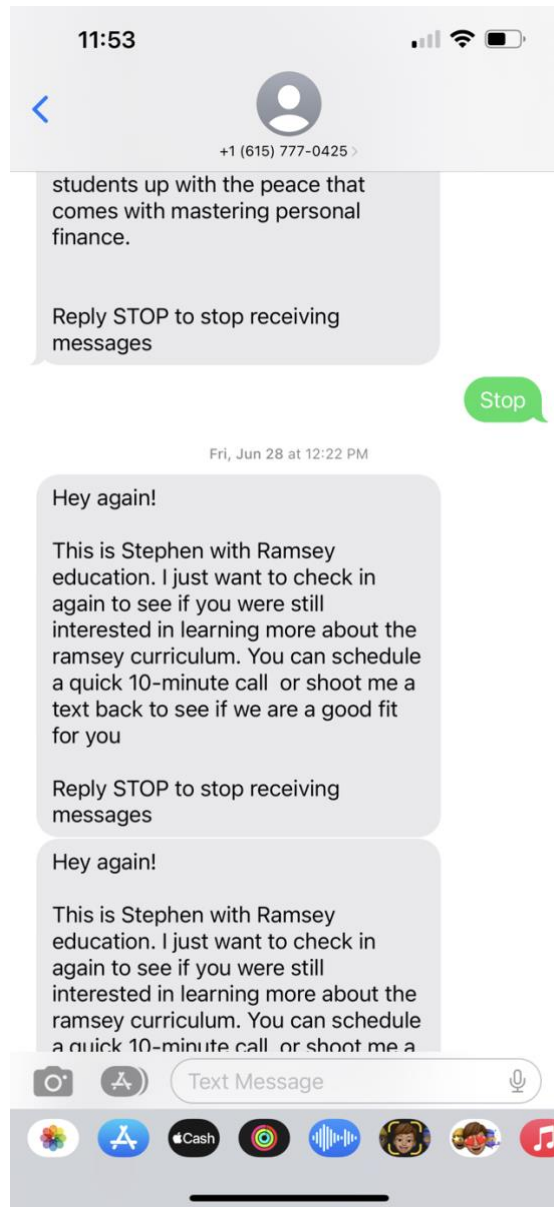
11. Defendant's text messages concluded with the following opt-out instructions: "Reply STOP to stop receiving messages".

12. On June 24, 2024, Plaintiff responded with the word “Stop” in an attempt to opt-out of any further text message communications with Defendant:

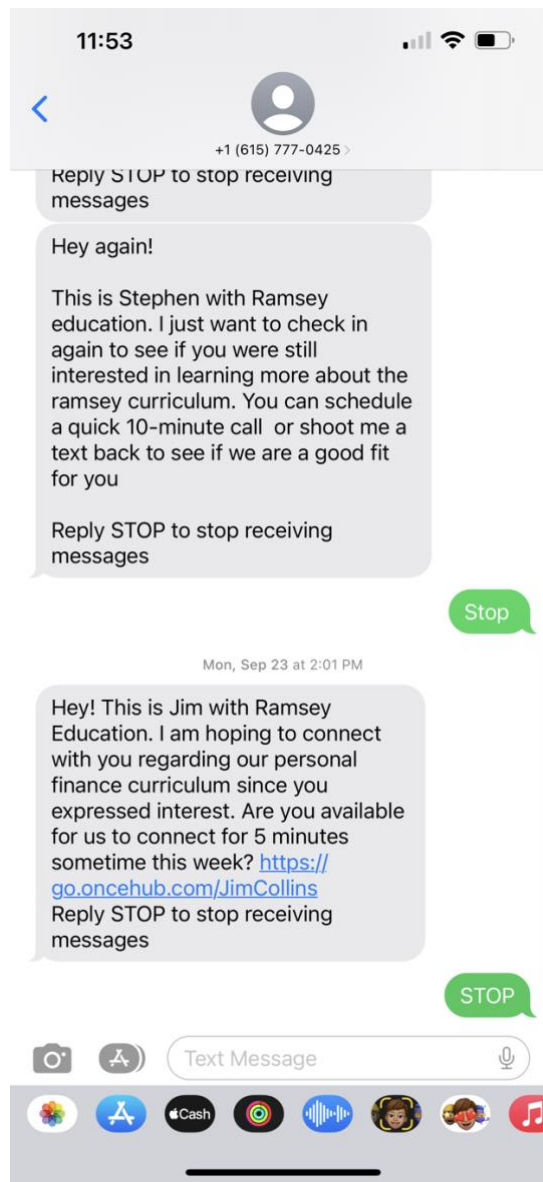


13. Plaintiff never opted back in to Defendant’s texts messages by any other means.

14. Despite Plaintiff’s use of Defendant’s preferred opt-out language, Defendant ignored Plaintiff’s opt-out demand and continued to send Plaintiff further telemarketing text messages on or about June 28, 2024:



15. On June 28, 2024, Plaintiff again responded with the word “Stop” in another attempt to opt-out of any further text message communications with Defendant:



16. Despite Plaintiff's repeated use of Defendant's preferred opt-out language, Defendant ignored Plaintiff's opt-out demands and continued to send Plaintiff another telemarketing text message on or about September 23, 2024.

17. Defendant has the capability of immediately complying with Plaintiff's opt-out request.

18. These facts strongly suggest that Defendant fails to ensure that requests by Plaintiff and the Class members to opt-out of future communications are honored within a reasonable time.

19. For example, these facts suggest that Defendant has failed to maintain a master opt-out list and/or failed to maintain internal policies to sufficiently honor the opt-out requests made by Plaintiff and members of the Class.

20. Plaintiff's and the Class members' opt-out requests were not honored within a reasonable time from when the opt-out request was made.

21. Defendant's text messages were transmitted to Plaintiff's residential cellular telephone, and within the time frame relevant to this action.

22. Defendant's text messages constitute telemarketing because they encouraged the future purchase or investment in property, goods, or services, i.e., promoting Defendant's financial planning and financial education services and products.

23. Further, as demonstrated by the above screenshots, the purpose of Defendant's text messages was to solicit the sale of consumer goods and/or services – in this case Defendant's personal financial planning and financial education services and products, including physical books.<sup>2</sup>

24. Plaintiff received the subject texts within this judicial district and, therefore, Defendant's violation of the TCPA occurred within this district. Upon information and belief, Defendant caused other text messages to be sent to individuals residing within this judicial district.

25. Defendant's texts were not made for an emergency purpose or to collect on a debt pursuant to 47 U.S.C. § 227(b)(1)(B).

26. Upon information and belief, Defendant does not have a written policy for maintaining an internal do not call list pursuant to 47 U.S.C. § 64.1200(d)(1).

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<sup>2</sup> [https://store.ramseysolutions.com/youth/education/foundations-in-personal-finance-homeschool-edition-print-streaming/?\\_gl=1\\*j4xg8t\\*\\_gcl\\_aw\\*R0NMLjE3Mzg2ODkzMjAuRUJFYUIRb2JDaeE1JaFILX3VNS3Fpd01WLS03akJ4MzBsZ0VMRUFBUFTQUFFZ0tT2ZEX0J3RQ..\\*\\_gcl\\_au\\*MTk5NDQxNTMzNS4xNzM4MzM5ODYz\\*FP AU\\*MzY1OTQ5Mjg0LjE3Mzg2Mzk4NjM.\\*\\_ga\\*NzQyNjY0ODY2LjE3Mzg2Mzk4NjM.\\*\\_ga\\_02SXDH1H96\\*M TczODY4OTMxOS4yLjAuMTczODY4OTMyMS4wLjAuMTQ4OTg2NDE4NA..](https://store.ramseysolutions.com/youth/education/foundations-in-personal-finance-homeschool-edition-print-streaming/?_gl=1*j4xg8t*_gcl_aw*R0NMLjE3Mzg2ODkzMjAuRUJFYUIRb2JDaeE1JaFILX3VNS3Fpd01WLS03akJ4MzBsZ0VMRUFBUFTQUFFZ0tT2ZEX0J3RQ..*_gcl_au*MTk5NDQxNTMzNS4xNzM4MzM5ODYz*FP AU*MzY1OTQ5Mjg0LjE3Mzg2Mzk4NjM.*_ga*NzQyNjY0ODY2LjE3Mzg2Mzk4NjM.*_ga_02SXDH1H96*M TczODY4OTMxOS4yLjAuMTczODY4OTMyMS4wLjAuMTQ4OTg2NDE4NA..) (last accessed February 4, 2025)

27. Upon information and belief, Defendant does not inform and train its personnel engaged in telemarketing in the existence and the use of any internal do not call list pursuant to 47 U.S.C. § 64.1200(d)(2).

28. Defendant's refusal to honor Plaintiff's opt-out requests demonstrates that Defendant does not maintain a standalone do-not-call list. The precise details regarding its lack of training are solely within Defendant's knowledge and control.

29. Defendant did not maintain the required procedures for handling and processing opt-out requests prior to the initiation of the violative text messages it sent to Plaintiff as reflected by the fact that Plaintiff made repeated opt-out requests and those requests were never processed; they were ignored by Defendant and its employees and Defendant escalated the volume of its text message solicitations.

30. Defendant sent at least two solicitations after Plaintiff's initial opt-out requests.

31. Defendant sent Plaintiff text message solicitations more than 15 (fifteen) days after Plaintiff's first "stop" request.

32. At no point in time did Plaintiff provide Defendant with his express written consent to be contacted.

33. To the extent that Defendant had express consent to contact Plaintiff, that consent was expressly revoked when Plaintiff responded "Stop" on June 24, 2024.

34. Plaintiff is the subscriber and sole user of the 3829 Number and is financially responsible for phone service to the 3829 Number.

35. Defendant's text messages originated from telephone number 615-777-0425, a number which upon information and belief are owned and operated by Defendant or on behalf of Defendant for Defendant's financial benefit.

36. Upon information and belief, Defendant has access to outbound transmission reports for all text messages sent advertising/promoting its services and goods. These reports show the dates, times, target telephone numbers, and content of each message sent to Plaintiff and the Class members.



Defendant also has access to text message logs showing Plaintiff's and the Class members' inbound opt-out requests.

37. Compliance with the FTSA will not result in Defendant having to cease its business operations.

38. Compliance with the FTSA will not result in Defendant having to alter the prices of any goods or services it provides in the marketplace.

39. Compliance with the FTSA will not force Defendant to seek regulatory approval from the State of Florida before undertaking any type of commercial transaction.

40. Plaintiff and the Class members revoked any consent they may have provided Defendant to text message them by responding with "stop" opt-out instructions.

41. Defendant's unsolicited text messages caused Plaintiff actual harm, including invasion of his privacy, aggravation, annoyance, intrusion on seclusion, trespass, and conversion. Defendant's text messages also inconvenienced Plaintiff and caused disruption to his daily life.

### **CLASS ALLEGATIONS**

#### **PROPOSED CLASSES**

42. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23, on behalf of himself and all others similarly situated.

43. Plaintiff brings this case on behalf of the Classes defined as follows:

**Internal Do Not Call Class: All persons within the United States who, within the four years prior to the filing of this Complaint, were sent a text message from Defendant or anyone on Defendant's behalf, to said person's cellular telephone number *after* making a request to Defendant to not receive future text messages.**

**FTSA "STOP" Class: All persons in Florida who, since July 1, 2021 through the date of class certification, received one or more text messages, from Defendant, regarding Defendant's goods or services, to said person's cellular telephone number, more than fifteen**

**(15) days after communicating to Defendant that they did not wish to receive text messages by replying to the messages with a “stop” or similar opt-out instruction.**

44. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the number of members in the Class, but believes the Class members number in the several thousands, if not more.

**NUMEROSITY**

45. Upon information and belief, Defendant has placed violative calls to cellular telephone numbers belonging to thousands of consumers throughout the United States who have opted out from further text messages from Defendant. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

46. The exact number and identities of the Class members are unknown at this time and can only be ascertained through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant’s call records.

**COMMON QUESTIONS OF LAW AND FACT**

47. There are numerous questions of law and fact common to the Class which predominate over any questions affecting only individual members of the Class. Among the questions of law and fact common to the Class are:

- a) Whether Defendant violated 47 C.F.R. § 64.1200(d);
- b) Whether Defendant violated Fla. Stat. § 501.059;
- c) Whether Defendant’s conduct was knowing and willful;
- d) Whether Defendant adhered to requests by class members to stop sending text messages to their telephone numbers;
- e) Whether Defendant keeps records of text recipients who revoked consent to receive texts.
- f) Whether Defendant has any written policies for maintaining an internal do not call

list.

- g) Whether Defendant violated the privacy rights of Plaintiff and members of the class;
- h) Whether Defendant is liable for damages, and the amount of such damages; and
- i) Whether Defendant should be enjoined from such conduct in the future.

48. The common questions in this case are capable of having common answers. If Plaintiff's claim that Defendant routinely transmits text messages to telephone numbers who have opted out from further text messages from Defendant is accurate, Plaintiff and the Class members will have identical claims capable of being efficiently adjudicated and administered in this case.

#### **TYPICALITY**

49. Plaintiff's claims are typical of the claims of the Class members, as they are all based on the same factual and legal theories.

#### **PROTECTING THE INTERESTS OF THE CLASS MEMBERS**

50. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Class, and has retained competent counsel. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.

#### **PROCEEDING VIA CLASS ACTION IS SUPERIOR AND ADVISABLE**

51. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all members of the Class is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Class are in the millions of dollars, the individual damages incurred by each member of the Class resulting from Defendant's wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every member of the Class could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases.

52. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another may not. Additionally, individual actions may be dispositive of the interests of the Class, although certain class members are not parties to such actions.

**COUNT I**  
**Violations of the TCPA, 47 U.S.C. § 227(c)(2)**  
**(On Behalf of the Plaintiff and the Internal Do Not Call Class)**

53. Plaintiff re-alleges and incorporates the foregoing allegations set forth in paragraphs 1 through 52 as is fully set forth herein.

54. The TCPA provides that any “person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may” bring a private action based on a violation of said regulations, which were promulgated to protect telephone subscribers’ privacy rights to avoid receiving telephone solicitations to which they object. 47 U.S.C. § 227(c)(5).

55. Under 47 C.F.R. § 64.1200(d), “[n]o person or entity shall initiate any call for telemarketing purposes to a residential telephone subscriber unless such person or entity has instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of that person or entity. The procedures instituted must meet certain minimum standards, including:

(3) Recording, disclosure of do-not-call requests. If a person or entity making a call for telemarketing purposes (or on whose behalf such a call is made) receives a request from a residential telephone subscriber not to receive calls from that person or entity, the person or entity must record the request and place the subscriber’s name, if provided, and telephone number on the do-not call list at the time the request is made. Persons or entities making calls for telemarketing purposes (or on whose behalf such calls are made) must honor a residential subscriber’s do-not-call request within a reasonable time from the date such request is made. This period may not exceed thirty days from the date of such request . . . .

(6) Maintenance of do-not-call lists. A person or entity making calls for telemarketing purposes must maintain a record of a consumer's request not to receive further telemarketing calls. A do-not-call request must be honored for 5 years from the time the request is made.

47 C.F.R. § 64.1200(d)(3), (6).

56. Under 47 C.F.R § 64.1200(e) the rules set forth in 47 C.F.R. § 64.1200(d) are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers:

(e) The rules set forth in paragraph (c) and (d) of this section are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers to the extent described in the Commission's Report and Order, CG Docket No. 02-278, FCC 03-153, "Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991.

47 C.F.R. § 64.1200(e).

57. Plaintiff and the Internal Do Not Call Class members made requests to Defendant not to receive calls from Defendant.

58. Defendant failed to honor Plaintiff and the Internal Do Not Call Class members' requests.

59. Upon information and belief, Defendant has not instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of their behalf, pursuant to 47 C.F.R. § 64.1200(d).

60. Because Plaintiff and the Internal Do Not Call Class members received more than one text message in a 12-month period made by or on behalf of Defendant in violation of 47 C.F.R. § 64.1200(d), as described above, Defendant violated 47 U.S.C. § 227(c)(5).

61. As a result of Defendant's violations of 47 U.S.C. § 227(c)(5), Plaintiff and the Internal Do Not Call Class members are entitled to an award of \$500.00 in statutory damages, for each and every negligent violation, pursuant to 47 U.S.C. § 227(c)(5).

62. As a result of Defendant's violations of 47 U.S.C. § 227(c)(5), Plaintiff and the Internal Do Not Call Class members are entitled to an award of \$1,500.00 in statutory damages, for each and every knowing and/or willful violation, pursuant to 47 U.S.C. § 227(c)(5).

63. Plaintiff and the Internal Do Not Call Class members also suffered damages in the form of invasion of privacy.

64. Plaintiff and the Internal Do Not Call Class members are also entitled to and seek injunctive relief prohibiting Defendant's illegal conduct in the future, pursuant to 47 U.S.C. § 227(c)(5).

**COUNT II**  
**VIOLATION OF FLA. STAT. § 501.059(5)**  
**(On Behalf of Plaintiff and the FTSA "STOP" Class)**

65. Plaintiff re-alleges and incorporates the allegations set forth in paragraphs 1 through 52 as if fully set forth herein.

66. In pertinent part, the FTSA provides:

A telephone solicitor or other person may not initiate an outbound telephone call, text message, or voicemail transmission to a consumer, business, or donor or potential donor who has previously communicated to the telephone solicitor or other person that he or she does not wish to receive an outbound telephone call, text message, or voicemail transmission:

(a) Made by or on behalf of the seller whose goods or services are being offered; or

(b) Made on behalf of a charitable organization for which a charitable contribution is being solicited.

Fla. Stat. § 501.059(5).

67. "'Telephone solicitor' means a natural person, firm, organization, partnership, association, or corporation, or a subsidiary or affiliate thereof, doing business in this state, who makes or causes to be made a telephonic sales call, including, but not limited to, calls made by use of automated dialing or recorded message devices." Fla. Stat. § 501.059(1)(i).

68. Defendant is a telephone solicitor as defined under the FTSA.

69. Plaintiff and the Class Members are consumers who received one or more text messages regarding Defendant's goods and services after they communicated to Defendant that they did not wish to receive Defendant's text messages.

70. Plaintiff and the Class members made requests to Defendant not to receive texts from Defendant.

71. Defendant continued to text message Plaintiff and the Class Members to harass them into making purchases from Defendant.

72. Defendant failed to honor Plaintiff's and the Class members' opt-out requests.

73. As a result of Defendant's conduct, and pursuant to § 501.059(10)(a) of the FTSA, Plaintiff and Class members were harmed and are each entitled to a minimum of \$500.00 in damages for each violation. Plaintiff and the Class members are also entitled to an injunction against future calls.  
*Id.*

74. Plaintiff requests for this Court to enter an Order granting the relief outlined in the Prayer for Relief below.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of the Class, prays for the following relief:

- a) An order certifying this case as a class action on behalf of the Class as defined above, and appointing Plaintiff as the representative of the Class and Plaintiff's counsel as Class Counsel;
- b) An award of actual and statutory damages for Plaintiff and each member of the Class under the TCPA;
- c) An award of actual and statutory damages for Plaintiff and each member of the Class under the FTSA;
- d) An order declaring that Defendant's actions, set out above, violate the TCPA;
- e) An order declaring that Defendant's actions, set out above, violate the FTSA;

- f) An injunction requiring Defendant to cease all unsolicited text messaging activity, and to otherwise protect the interests of the Class;
- g) Such further and other relief as the Court deems necessary.

**JURY DEMAND**

Plaintiff and Class Members hereby demand a trial by jury.

**DOCUMENT PRESERVATION DEMAND**

Plaintiff demands that Defendant take affirmative steps to preserve all records, lists, electronic databases or other itemizations associated with the allegations herein, including all records, lists, electronic databases or other itemizations in the possession of any vendors, individuals, and/or companies contracted, hired, or directed by Defendant to assist in sending the alleged communications.

Dated: February 4, 2025

**Shamis & Gentile, P.A.**

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